



235 PINE STREET
6TH FLOOR
SAN FRANCISCO
CALIFORNIA 94104
FAX (415) 989-3796
(415) 989-8800

18856
RECORDATION NO. FILED 1425

JUN 22 1994 -9 10 AM

INTERSTATE COMMERCE COMMISSION

01002111

June 7, 1994

Re: ICC Recordation

0100283035

Dear Ms. Lee:

Enclosed I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, one (1) executed counterpart and a copy of a document, not previously recorded, entitled Assignment of Purchase Agreement and Lease dated as of October 26, 1993 and the First Amendment to Assignment of Purchase Agreement and Lease dated as of November 1, 1993 (collectively, the "Assignment").

The parties to the enclosed Assignment are:

Bond International (US) Inc.
4801 Woodway, Suite 300E
Houston, TX 77056

ASSIGNOR/SELLER

ATEL Cash Distribution Fund V, L.P.
235 Pine Street, 6th Floor
San Francisco, CA 94104

ASSIGNEE/BUYER

The said Assignment, among other things, acts to assign to the Assignee the right, title and interest of the Assignor as lessor and The Atchison, Topeka and Santa Fe Railway Company as lessee, in the Master Equipment Lease Agreement and Lease Addendum No. 1, both dated as of September 1, 1993 (collectively, the "Lease").

The equipment covered by the Assignment is the equipment covered in the above-mentioned lease, identified as follows:

(15) 21,000 L IMO 1 tank containers -- S/N SFTU 021031 through 021045 (inclusive)

(10) 23,750 L IMO 1 tank containers -- S/N SFTU 024021 through 024030 (inclusive)

A short summary of the Assignment to appear in the ICC Index is as follows:

"Assignment of above lease."

Please index separately the name of the above mentioned Assignee in the ICC "Vendee/Assignee" Index Book ("white pages").

Enclosed is a check in the amount of eighteen dollars (\$18.00) in payment of the filing fees.



June 7, 1994
ICC Recordation
Page 2

Once the filing has been made, please return the stamped document(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,
ATEL Financial Corporation

A handwritten signature in cursive script, appearing to read "Janelle C. Kinney".

Janelle C. Kinney
Transaction Coordinator

Ms. Mildred Lee, Room 2303
Interstate Commerce Commission
12th & Constitution Avenue NW
Washington, D.C. 20423

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

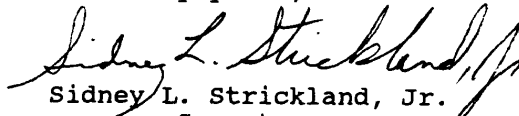
June 22, 1994

JANELLE C. KINNEY
ATEL FINANCIAL CORPORATION
235 PINE STREET 6TH FLOOR
SAN FRANCISCO CALIFORNIA 94104

Dear MS. KINNEY:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/22/94 at 9:10AM , and assigned recordation number(s). 18856.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

18856

JUN 2 2 1994 -9 10 AM

INTERNATIONAL BOND

ASSIGNMENT OF PURCHASE AGREEMENT AND LEASE

This Assignment of Purchase Agreement and Lease ("Agreement") dated as of October 26, 1993, by and between BOND INTERNATIONAL (US) INC., a Delaware corporation having its principal place of business at 4801 Woodway, Suite 300E, Houston, TX 77056 ("Assignor") and ATEL CASH DISTRIBUTION FUND V, L.P., a California limited partnership, having its principal place of business at 235 Pine Street, 6th Floor, San Francisco CA 94104 ("Assignee").

BACKGROUND

Assignor has ordered the equipment and all attachments and accessions thereto (collectively, the "Equipment") pursuant to a purchase agreement, referenced as Tank Container Purchase Agreement -16 between Bond International Limited and Custom Containers of America, Inc., between Assignor as purchaser and CUSTOM CONTAINERS OF AMERICA, INC. as seller ("Vendor"), such Equipment being listed and described on Exhibit "A" attached hereto and made a part hereof. The Equipment has been leased to THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee") pursuant to a Master Equipment Lease Agreement dated as of September 1, 1993 between Assignor as lessor, and Lessee as lessee and Lease Addendum No. 1 dated as of September 1, 1993 ("Lease Addendum") (both the Master Equipment Lease Agreement and the Lease Addendum and any and all other instruments, agreements or documents relating to the overall transaction hereinafter referred to as the "Lease" and the Lease Purchase Agreement and the Lease hereinafter referred to as the "Documents".) (Capitalized terms used herein, not otherwise defined herein, shall have the same meaning as ascribed to them in the Lease.)

Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor all of the rights, title, and interest of Assignor into, and under the Lease.

NOW, THEREFORE, for good and valuable consideration (receipt of which is hereby acknowledged) the parties hereto, desiring to be legally bound, hereby agree as follows:

1. PURCHASE OF EQUIPMENT


1.1 Assignment of Purchase Agreement and Lease. Subject to the terms and condition hereof, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's rights, title and interest as purchaser under the Purchase Agreement and as lessor in and to the Lease, including, without limitation, the right to acquire clear title to the Equipment under the Purchase Agreement and the right to receive rentals, insurance, casualty, indemnification and termination amounts and

other sums due or to become due under the Lease. Prior to (the "Closing Date"), Assignor will deliver to Assignee a Notice and Acknowledgement of Assignment executed by Assignee and Lessee substantially in the form of Exhibit "B" attached hereto and made a part hereof and a Purchase Agreement Assignment executed by Assignee and Vendor substantially in the form of Exhibit "C" attached hereto and made a part hereof.

1.2 Consideration. The entire consideration for the purchase of the Equipment shall be \$737,500 ("Equipment Cost") which shall be paid by wire or by check on the Closing Date to the Vendor. The entire consideration for the assignment of Lease shall be the Management Fee and Remarketing Fee as described below in Sections 1.4 and 1.5 respectively.

1.3 Subordination. The sale of the Equipment is hereby made expressly subject to the rights of Lessee and its successor and assigns under the Lease.

1.4 Management. Notwithstanding anything herein to the contrary, Assignor shall retain all of the obligations of Lessor under the Lease, and covenants that it will fully and faithfully perform all the maintenance and management functions of Lessor thereunder, including, without limitation, the obligations of Lessor to test the Equipment as described in Section 6 of the Lease (the "Obligations"). Assignor's consideration thereunder and compensation for such management services shall be a fee representing 5% of the Monthly Rent actually received by Assignee from Lessee ("Management Fee"), a pro-rated portion of which Management Fee shall be held by Assignee as security for the performance of Assignor of the Obligations (the "Maintenance Portion"). Such Maintenance Portion shall be released by Assignee during the Term to pay for bonafide, accountable out-of-pocket expenses incurred by Assignor in performing its Obligations to the reasonable satisfaction of Assignee. All Management Fees in excess of the Maintenance Portion shall be forwarded promptly by Assignee to Assignor upon receipt by Assignee of the Monthly Rent from Lessee; provided, however, should Lessee be in arrears in payment of the Monthly Rent or any other monies due under the Lease, then Assignee shall be entitled to retain all Management Fees until Assignee shall be made current in its Lease payments assigned hereunder. In the event Assignor fails to perform its Obligations, Assignee shall have the right, but not the obligation, to assume performance of the Obligations during the Term, and Assignee shall be entitled to retain the Management Fee thereafter so long as it is performing such Obligations. Upon the expiration of the Term or the exercise by Lessee of the Early Termination Option granted to Lessee pursuant to Section I of the Lease Addendum No.1 to the Lease ("Early Termination Option"), any remaining Management Fee retained by Assignee shall be disbursed (i) first, at Assignee's reasonable discretion to assure the Assignor's Obligations are




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fully performed and satisfied; (ii) second, to compensate Assignee for loss of Monthly Rent or other sums due under the Lease due to a failure of Assignor to perform its Obligations or otherwise; (iii) third, to compensate Assignee for loss of any Monthly Rent or other sums due under the Lease to Assignee as a result of the exercise by Lessee of its Early Termination Option (assuming the Lease would continue for its full Term) as described in Section 1.5 below; and (iv) fourth, any remaining balance to Assignor as consideration hereunder. Assignor grants Assignee a security interest in such Management Fee for the full performance and satisfaction of its Obligations under the Lease and hereunder. Any Management Fees held by Assignee as security hereunder, shall not be required to be segregated from any other deposits, assets, or cash of Assignee, and shall be non-interest bearing.

1.5 Remarketing. Upon the expiration of the Term, or the exercise by Lessee of its Early Termination Option, Assignor shall be permitted to act as the exclusive remarketing agent for Assignee in an attempt to sell the Tank Units (or lease the Tank Units) to a third party on terms reasonably acceptable to Assignee (including, without limitation, quantity, price, term, rate, or credit). Should Assignor during the first ninety (90) days after the Redelivery Date not be able to locate a third party purchaser (or lessee) of the Tank Units on terms reasonably acceptable to Assignee, then Assignor's exclusive remarketing rights hereunder shall terminate henceforth (provided that Assignor shall have the continuing right to remarket the Equipment on a non-exclusive, best efforts, basis thereafter). Subject to the succeeding two sentences, Assignee shall be entitled to retain the benefit of any retroactive increase in the per diem rate for the terminated Tank Units ("Termination Fee") paid by the Lessee pursuant to the Early Termination Option. Should Assignor, within ninety (90) days of the Redelivery Date, find a third party purchaser willing to purchase all, but not less than all, the terminated Tank Units for a cash sale price ("Sale Price") in excess of the sum of (the "Purchase Price"):


(i) the present value of the remaining Monthly Rent which would have been paid to Assignee had the Early Termination Option not been exercised, plus any other amounts then due and owing by Lessee to Assignee under the Lease, less any Termination Fee actually received or Management Fee actually retained (exclusive of the Maintenance Portion) by Assignee; and (ii) the present value of the Minimum Purchase Option (described in Section 1.6(i) below) at the expiration of the Term; each of (i) and (ii) to be discounted to the sale date at seven percent (7%) (the "Discount Rate"), then Assignor shall be entitled to share fifty percent (50%) of the proceeds of the Sale Price which are in excess of the Purchase Price. Should Assignor, within ninety (90) days of the Redelivery Date find a new lessee for the Tank Units, acceptable to Lessor, then Assignor shall be entitled to share fifty percent (50%) of all rental proceeds received from such new

lessee, once, on a present value basis, discounted at the Discount Rate to the calculation date, the Lessor shall have received all the Monthly Rent and other sums due under the Lease that Assignee would have received had the Lease been fully performed by Lessee to its original expiration at the end of the Term, without regard to the Early Termination Option, but less any Termination Fee actually received or Management Fee actually retained (exclusive of the Maintenance Portion) by Assignee. Other than as explicitly stated herein, Assignor shall have no further exclusive remarketing rights hereunder.

1.6 Purchase Option. Provided that an Event of Default does not exist under the Lease, ~~and that Lessee has not exercised its Early Termination Option for all of the Tank Units,~~ then Assignor shall have the right, upon written notice not more than one hundred twenty (120) days, but not less than ninety (90) days, prior to the expiration of the Term to purchase all, but not less than all, the Equipment at a purchase price equal to the sum of: (i) the fair market value of the Equipment, in place and in use with a Lessee or user currently in possession, not to be less than thirty-five percent (35%) of the Equipment Cost ("Minimum Purchase Option"), nor more than seventy-five percent (75%) of such Equipment Cost; plus (ii) fifty percent (50%) of that portion of the fair market value the Equipment which is in excess of the Minimum Purchase Option; and plus (iii) any Monthly Rent and other sums due under the Lease which Assignee would have received had the Lease been fully performed by Lessee but were lost as a result of the exercise by Lessee of the Early Termination Option and which lost revenues have not otherwise been recouped by Assignee pursuant to the provisions of Sections 1.4 and 1.5 above. Any such amount shall be due and payable on the last day of the Term. Time is of the essence with respect to the exercise of the notice and payment provisions required herein and should either the notice, or payment of the purchase option price, not made in a timely manner, then this Purchase Option shall expire. 

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Assignor. Assignor represents and warrants to, and covenants and agrees with, Assignee as follows:

a. (i) Neither the sale nor use of the Equipment violates or infringes the patent, trademark, trade name, or other rights of any person; (ii) the Lease has been duly executed and delivered, constitutes the valid and binding obligation of Assignor, and the Lessee, thereunder, is enforceable against Assignor and the Lessee in accordance with its terms (subject to laws of general application affecting creditors' rights), and no defaults, or conditions which with the passage of time or giving of notice or both would constitute defaults, exist thereunder by 

such Lessee or by Assignor; (iii) no defaults, or conditions which with the passage of time or giving of notice or both would constitute material defaults, exist by Assignor or Lessee under any agreement, instrument, or document relating to the Lease; and (iv) Assignor has not received any rebates, kick-backs, or fees of any kind from the Vendor and that the price paid by Assignee for the Equipment represents the full cost of the Equipment and there are no discounts available or applicable thereto which have been realized by Assignor.

b. On the date hereof Assignor has, and by this Agreement conveys to Assignee, title to the Equipment, such title free and clear of any leases, liens, claims, and encumbrances other than the Lease. There are no agreements, lease, liens, or encumbrances affecting the Equipment, of which the Assignee has any knowledge, other than the Lease. Assignor has properly made or shall make all governmental filings and/or recordings necessary for a valid reservation of unencumbered title on behalf of Assignee (other than executed herein) and for securing precautionary prior perfected security interest in the Equipment.

c. Assignor is a duly and validly organized and existing in good standing under the laws state of its formation and has all necessary power and authority to own its properties and carry on its business in the places where such properties are located and such business is conducted.

d. Assignor has the power and authority to enter into this Agreement, the Purchase Agreement Assignment and all other instruments and documents executed and delivered and/or received, or to be executed and delivered and/or received, in the connection with the transactions herein referred to and to carry out the sale and transfer of the right to acquire the Equipment to Assignee and the transactions contemplated hereunder (this Agreement, the Purchase Agreement Assignment, and all such other instruments and documents are hereinafter referred to collectively as the "Documents"). There is no action, suit or proceeding pending against Assignor before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair the execution, delivery or performance by Assignor of any Document. No approval of, or consent from, any governmental authority, person or entity not a party thereto is required for the execution, delivery or performance by Assignor of any Document.

e. The execution and delivery of the Documents by Assignor and the performance by it of its obligation thereunder, including, without limitation, the conveyance of the Equipment and acceptance of the Purchase Price in exchange therefore, have been duly authorized by all necessary action of Assignor's and do not violate or conflict with (i) any provisions of Assignor's

Articles of Incorporation or By-Laws, (ii) any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or (iii) any other agreement to which Assignor is a party or by which Assignor is or may be bound.

f. The Documents constitute, or when executed and delivered will constitute, the valid and binding obligations of Assignor enforceable in accordance with their respective terms, subject, however, to laws of general application affecting creditor's rights.

g. All sales, use, property, other taxes, licenses, tolls, inspection and/or other fees, bonds, interest with respect thereto, which were or may be required to be paid or obtained in connection with the acquisition of the Equipment by Assignee, or the lease of the Equipment to the Lessee have been, or when due will promptly be, paid in full, or provision for the payment thereof by the Lessee has been provided for in the Lease.

h. Assignor has furnished, or will upon request, furnish or make available to Assignee a true, correct and complete copy of each and every document delivered to or by Assignor in connection with the purchase of the Equipment by Assignor and in connection with the leasing of the Equipment to the Lessee under the Lease.

i. Assignor shall pay, when due, all sales, use, property or other taxes, licenses, tolls, inspection or other fees, bonds, permits or certificates, including penalties and interest with respect thereto, now or hereafter imposed by, or required to be paid to or obtained from any jurisdiction in connection with this Agreement.

j. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 2.1 OR IN THE PURCHASE AGREEMENT ASSIGNMENT, THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, ITS CONDITION, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS MERCHANTABILITY, OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE.

2.2 Representation and Warranties of the Assignee. The Assignee represents and warrants to, and covenants and agrees with, the Assignor as follows:

a. Assignee is a limited partnership duly and validly organized under the laws of the State of California and has all necessary power and authority to own its properties and carry on its business where such properties are located and such business is conducted, and is acquiring the Equipment solely for its own account and not with a view to or for resale, distribution, or subdivision of its interests herein.

b. Assignee has the power and authority to enter into the Documents and to carry out the transactions contemplated thereunder. There is no action, suit or proceeding pending against Assignee before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair the execution, delivery or performance by Assignee of any Document. No approval of, or consent from any governmental authority, person or entity not a party thereto is required for the execution, delivery or performance by Assignee of any Documents.

c. The execution and delivery of the Documents by Assignee, and the performance of its obligations thereunder have been duly authorized by all necessary action of Assignee and do not violate or conflict with (i) any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or (ii) any other agreement to which Assignee is a party or by which Assignee may be bound.

d. The Documents constitute, or when executed and delivered will constitute, the valid and binding obligations of Assignee enforceable in accordance with their respective terms, subject, however, to laws of general application affecting creditors' rights.

3. MANUFACTURER'S REPRESENTATIONS

Assignor shall assign all warranties and representations of the manufacturer of each item of the Equipment or arrange for the enforcement for Assignee's benefit of such representations and warranties to the extent they are not assignable.

4. INDEMNIFICATION

4.1 Assignor's Indemnification. Assignor will indemnify Assignee and protect, defend and hold it harmless from and against (i) any and all loss, cost, damage, injury or expense, including, without limitation, reasonable attorneys' fees, wheresoever and howsoever arising which Assignee or its partners, or its affiliates, or any of their directors, officers, agents, or employees may incur by reason of any breach by Assignor of any of the representations by, or obligations of, Assignor set forth in the Documents; (ii) against any and all loss sustained or reasonable expense incurred by Assignee as the result of, or arising out of, the imposition on the Equipment of any Federal, State or other tax lien or foreclosure of such lien, by virtue of the failure to pay or the underpayment by Assignor of the Federal, State, or other taxes payable by Assignor; or (iii) Assignor's failure to perform its obligations under the Lease or under this Agreement. In the event any claim for indemnification hereunder arises on account of a claim or action made or

instituted by a third person, or entity, against Assignee, Assignee shall notify Assignor promptly after the receipt of notice by Assignee that such claim has been made or that such action has been commenced. Assignor shall be entitled to maintain the sole defense of such claim or action by counsel of its own choosing. If Assignor shall maintain the sole defense of such claims or action, the same shall not be settled without its prior written consent (which consent shall not be unreasonably withheld).

4.2 Assignee's Indemnification. Assignee will indemnify Assignor and protect, defend and hold it harmless from and against any and all loss, cost, damage, injury or expense, including without limitation, reasonable attorneys' fees, wheresoever and howsoever arising which Assignor or its subsidiaries or stockholders, or any of its, or their, directors, officers, agents, employees, or stockholders, may incur by reason of any breach by Assignee of any of the representations by, or obligations of, Assignee set forth in the Documents. In the event any claim for indemnification hereunder arises on account of a claim or action made or instituted by a third person against Assignor, Assignor shall notify Assignee promptly after the receipt of notice by Assignor that such claim has been made or that such action has been commenced, Assignee shall be entitled to maintain the sole defense of such claim or action by counsel of its own choosing. If Assignee shall maintain the sole defense of such claim or action, by counsel of its own choosing. If Assignee shall maintain the sole defense of such claims or action, the same shall not be settled without Assignor's prior written consent (which consent shall not be unreasonably withheld).

5. MISCELLANEOUS

5.1 Survival. The representations and warranties made herein shall survive the execution and delivery of this Agreement and the consummation of the transactions described herein.

5.2 Successors and Assigns. The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding and enforceable upon, the respective successors, assigns and transferees of either party.

5.3 Notice. Any notice, request or other communication to either party by the other hereunder shall be given in writing and shall be deemed given on the earlier of the date the same is (i) personally delivered, requested, postage prepaid and addressed to the party for which it is intended at the address set forth at the head of this Agreement together with a copy to one additional addressee, if previously designated by the party to receive the notice hereunder. The place to which notices or copies of notices are to be given to either party may be changed from time

to time by such party by written notice to the other party.

5.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT LAWS THEREOF.

5.5 Captions. Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

5.6 Amendments. This Agreement may be amended or varied only by a document, in writing, of even or subsequent date hereof, executed by Assignee and Assignor.

5.7 Further Assurances. Each party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by the other party in order to fully carry out the intent and accomplish the purposes of the Documents and the transactions referred to therein, including, without limitation, any instruments or documents required by the Lessee.

5.8 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original by all of which together shall constitute one of the same Agreement.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Agreement as of the day and year first above written.

Assignor:

BOND INTERNATIONAL (US) INC.

By: 

Title: PRESIDENT

Date: 26th October 1993

Assignee:

ATEL CASH DISTRIBUTION
FUND V, L.P.

By: 

Title: Dean Cash
~~Executive Vice President~~

Date: January 14, 1994

EXHIBIT A

ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

QTC EQUIPMENT SPECIFICATIONS
Minimum Acceptable Standards


1. Description: IMO Type 1, IM101 4 bar (58 psi (MAWP) stainless steel tank container for hazardous liquids. RID/ADR/IMO classes 3, 6, 8. 20' x 8' x 8'6" ISO container. Maximum Tare Weight: see paragraph 2. Maximum gross weight 67,200 lbs, Maximum stacking weight 423,287 lbs.
2.

Design	Capacity	Tare Weight
Full Frame	24,000 L	(Supplier: provide tare wt
Full Frame	21,000 L	for your equipment)
Full Frame	17,500 L	"
Modified Beam (Beam tank with two (2) impact bars per side)		
Modified Beam	24,000 L	"
Modified Beam	21,000 L	"
Modified Beam	17,500 L	"
3. Material 316L shell (minimum standard)
 316L heads (minimum standard)
 Finish Cold Rolled 2D Finish
 (Supplier: Provide technical data on your equipment, including steel specifications, supplier, etc)
4. Metal thickness - 4.75 mm nominal barrel, 6.35 mm nominal heads. Equivalent metal thickness: US DOT standard (6.35 mm).
5. Frame - Meets ISO standards.
 (Supplier: Provide data on your design and construction).
6. Equipment
 - 6.1 Manlid - (Perello or Fort Vale) 450 mm minimum, 500 mm preferred, 8 swing bolts, including two safety bolts. TFE gasket. With TIR.
 - 6.2 Safety relief. One (1) Fort Vale Super Maxi Hi Flow pressure relief valve or equivalent. Supplied with 0 to 100 psi gauges, and frangible safety disc: single acting +4.4 bar, -.2 bar with TIR. One blank flange bolted to outlet for second safety relief valve.
 - 6.3 Airline - one (1) Fort Vale ball valve, 1 1/2 inch ID with TIR or approved equivalent.
 - 6.4 Bottom outlet - Fort Vale 3" ID 45 degree "clean flow" internal foot valve, with TFE Gasket.
 - Fort Vale 3" ID butterfly valve, with TFE Gasket.
 - 3" NPT thread connection with blank cap.

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- Note:** Bottom outlet area to be enclosed in stainless steel, with access via vertical cover designed to swing up from the closed position. Designed for enclosure to allow application of transport/customs seals to assure integrity of unit and contents.
- 6.5 Top Outlet - 80 mm pad at top rear; capable of accepting Fort Vale clamped butterfly valve with ASA bolt pattern bobbin flange or spigot flange.
 - 6.6 Remote Closure - Heavy duty cable remote closure.
 - 6.7 Steam system - Either 100 psi MAWP steam system, 7.5 m2 effective heating area; or 150 psi, 5.5 m2 effective heating area; stainless steel, condensate drain and 3/4" NPT inlet and outlet, safety relief valve at inlet and steam trap at outlet. Inlet and outlet fittings to be labeled clearly, with maximum working pressure shown on inlet label.
 - 6.8 Thermometer: Thermometer with deg F. and C, surface sensing not probe type.
 - 6.9 Insulation: 50 mm (1.9") thick polyisocyanurate/polyurethane/fiberglass with fiberglass around steam panels. Outer body and ends clad with aluminum 0.032 minimum thickness. (Supplier: provide temperature degradation parameters (water filled) at the following ambient temperatures: 75 deg F (24 deg C) and 32 deg F (0 deg C). Note maximum acceptable heat loss is 3 deg per day with loading temperatures of 115 deg F. and 4 deg per day at 150 deg. F).
 - 6.10 Spill boxes - two stainless steel with provisions for lids.
 - 6.11 Walkways - Full length 18 in wide aluminum, ladder side plus front and rear surround for both manway and top outlet areas.
 - 6.12 Drains - Stainless steel, 1.0 inch (1.75 inch I.D.) to external clear plastic hose, with exit to rear end frame area.
 - 6.13 Ladder - Incorporated in rear end frame. Ladder to be constructed of aluminum, positioned on right hand side of rear end frame.
 - 6.14 Calibration - Each tank supplied with calibration stick (stainless steel) to 70 percent capacity. Two (2) calibration charts provided with each tank; one chart placed next to outlet valve area, second chart to be applied next to manway area to allow easy visual access during loading operations.
- 7. TIR - Manhole, airline and top and bottom outlets provided with TIR seal fittings.
 - 8. Radiography - Spot on shell, 100% RT head seams.
 - 9. Tank Test Pressure - 6 bar, hydrostatic.
 - 10. Steam Coil Test Pressure - 10 bar.
 - 11. Operating Temperature - -40 deg F to +200 deg F.
 - 12. Grounding Connection - brass
 - 13. Document Holder - PVC attached to right side rear.
 - 14. Impact protection plate - triangular shaped plate attached adjacent to each upper corner casting.
 - 15. Placards - Two aluminum placard holders attached to a hazmat decal panel (2' x 6' stainless steel) on the lower right side of each tank (side view), with attachment made to the tank frame. Thus two panels are required, one for each side of the tank. Additional placard holders are required (one for each end) and will be designed and attached to meet US DoT HAZMAT regulations.

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16. **Commodity name boards** - Stainless steel "name boards" will be attached to the cladding to allow the application of stencils referring to the product name of the contents. These letter boards will be designed to be attached with the centerline of the board in line with the centerline of the tank, when viewed from the side. These letter boards will measure approximately 5' x 5" after application to the tank side.
 17. **Approvals** - Tanks must meet IM101, RID/ADR, CSC, IMO, UIC, CTC, AAR600, FRA approvals. Tank survey to be made by American Bureau of Shipping, Bureau Veritas, or Lloyds Register.
 18. **Paint:** (Bidder to specify paint supplier/method for Santa Fe approval). Frame painted with zinc rich primer and either Hempel Hempatex, 1.5 mils DFT primer, 3.0 mils DFT top coat, or Emron paint. Sand blast frame to SSPC SP6. Frame color will be Santa Fe blue, Hempel 286 or approved equivalent.
 19. **Customer Decals** - ATSF and QTC logo and name decals to be provided by ATSF. Certification decals to be included in purchase/lease price; builder to apply and properly seal decals to prevent peeling, curling, or chipping.
 20. **Passivation:** Full passivation of each tank must be completed prior to delivery.
 21. **Warranty:** These tanks shall be free of defects in materials and workmanship for a period of 48 months.
 22. **Delivery.** The Santa Fe will accept delivery of units, either FOB Chicago or Houston; please quote both locations.
- 

C-CAM

CUSTOM CONTAINERS OF AMERICA, INC.

8939 WEST 21st STREET

SAND SPRINGS, OKLAHOMA 74063

(918) 241-2323

FAX (918) 241-1402

*** INVOICE ***

CUSTOM CONTAINERS OF AMERICA, INC.
8939 W. 21st STREET
SAND SPRINGS, OK 74063
(918) 241-5400

INVOICE#: 000093148 PAGE 1
P-SLIP# :
SHIP DATE: 10/05/93

SHIP CUSTOMER PICK-UP
TO:

! P/O #: VERBAL
! TERMS: DUE ON RECEIPT
! SHIP VIA: BESTWAY
! FOB: SHIPPING POINT
! REPS:

BILL ATEL FINANCIAL CORP. AND ITS
TO: ASSIGNEES
235 PINE STREET
SAN FRANCISCO, CA 94104

! TAXES (%):
! WAYBILL#:
! CONTRACT:
! QA SPECS:
! BUYER:
! TAKEN BY: DANA WEBER

ITEM	TYPE	QTY SHIP	U/M	UNIT PRICE	QTY-BACKORD	NET\$/TAX\$
1	M	15	EA	\$29,500.00		\$442,500.00
004-521	SFTU021031-2			004-526	SFTU021036-0	004-531 SFTU021041-5
004-522	SFTU021032-8			004-527	SFTU021037-5	004-532 SFTU021042-0
004-523	SFTU021033-3			004-528	SFTU021038-0	004-533 SFTU021043-6
004-524	SFTU021034-9			004-529	SFTU021039-6	004-534 SFTU021044-1
004-525	SFTU021035-4			004-530	SFTU021040-0	004-535 SFTU021045-7

ITEM	TYPE	QTY SHIP	U/M	UNIT PRICE	QTY-BACKORD	NET\$/TAX\$
2	M	10	EA	\$29,500.00		\$295,000.00
004-536	SFTU024021-4			004-541	SFTU024026-1	
004-537	SFTU024022-0			004-542	SFTU024027-7	
004-538	SFTU024023-5			004-543	SFTU024028-2	
004-539	SFTU024024-0			004-544	SFTU024029-8	
004-540	SFTU024025-6			004-545	SFTU024030-1	

! NET TOTAL	! FREIGHT	! TAX TOTAL	! PAY THIS AMOUNT
! \$737,500.00	! 0.00	! 0.00	! \$737,500.00

ORIGINAL

Exhibit B to
Assignment of Purchase Agreement
and Lease
dated as of October 26, 1993

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT


Reference is hereby made to Equipment Lease Agreement, dated as of September 1, 1993 and to Lease Addendum No.1 dated as of September 1, 1993 between **BOND INTERNATIONAL (US) INC.** as lessor ("Assignor") and **THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY** as lessee ("Lessee") (the Lease Addendum thereto and the Equipment Lease Agreement as it is incorporated in the Lease Addendum, and any and all other documentation relating to the transaction contemplated thereby is hereinafter referred to as the "Lease".)

Assignor hereby gives Lessee notice and Lessee hereby acknowledges receipt of notice that Assignor has assigned to **ATEL CASH DISTRIBUTION FUND V, L.P.** whose offices are at 235 Pine Street, 6th Floor, San Francisco, CA 94104 ("Assignee") all of its rights, title, and interest, in and to the Lease and the equipment leased thereunder ("Equipment") to Assignee. Lessee agrees to make payment of any and all monies due or to become due Assignor thereunder (including, without limitation, Monthly Rent, Depot Handling/Survey Fees, Early Termination Fees, Replacement Value, Tax Indemnity Payments), to Assignee at Assignee's offices until such time as Assignee instructs Lessee otherwise in writing.

In recognition of Assignee's reliance upon this Notice and Acknowledgement of Assignment and in consideration of Assignee's agreement not to interfere with Lessee's quiet possession of the Equipment subject to the terms of the Lease, Lessee certifies, confirms and agrees as follows:

1. That the Lessee has not and will not assert against Assignee any defense, claim, counterclaim, recoupment, setoff, or right to cancel or terminate the Lease which Lessee may have against Assignor. Lessee agrees that it will pay to Assignee all monies due or to become due under the Lease without regard to any such defense, claim, counterclaim, recoupment, setoff or right whether arising under this Lease or any other transaction or otherwise and will not seek to recover any part of the same from Assignee, provided that Lessee shall not be obligated to make any payment or perform any obligation under the Lease in favor of Assignee if, when no Event of Default shall have occurred and be continuing, Assignee interferes with Lessee's right to quiet enjoyment of the Equipment. Notwithstanding the foregoing, nothing herein shall be deemed to relieve Assignor of any of its obligations to Lessee under the Lease.

2. That the Equipment is in Lessee's possession at the address specified in the Lease Addendum, that the Equipment has been inspected



by duly authorized representatives of Lessee and has been fully and finally accepted by duly authorized representatives of Lessee as the Equipment under the Lease and found to be in good working order and suitable for the Lessee's purposes in all respects.

3. That the Lease is in full force and effect and that any modification, amendment or supplement to the Lease has been approved by Assignee and is attached hereto. Any future modification, termination, amendment or supplement to the Lease or settlement of amounts due thereunder shall be ineffective without Assignee's prior written consent, which will not be unreasonably withheld or delayed.


4. That neither Lessee nor, to Lessee's knowledge, Assignor has breached the Lease in any respect and that payments of any and all monies due under the Lease have been and will continue to be paid in strict accordance with the terms of the Lease. As of November 30, 1993 there are eighty-four (84) successive monthly payments, of the number of days in such month, times the daily rental payments of \$14.25 per Tank Unit each due under the Lease.

5. That Lessee acknowledges that Assignee has not assumed any of the obligations of Assignor or any other party under the terms of the Lease, and Assignee shall not be responsible in any way for the performance by Assignor or any other party of the terms and conditions of the Lease including, without limitation, those obligations of Assignor found in Section 6 of the Lease. Further, Assignor hereby notifies Lessee and Lessee acknowledges that Assignee is entitled to the benefits of each and every right accorded Assignor in the Lease, including but not limited to remedies, inspection rights, indemnity rights, right to give consent, right to receive payment of costs and expenses incurred in exercising rights and remedies under the Lease, including reasonable attorneys' fees, and the right to receive notices and other documents required to be furnished under the Lease. Assignor shall remain solely obligated to Lessee for all the obligations of Lessor under Section 6 and otherwise under the Lease.

6. That Lessee has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease, the rents reserved thereunder or the Equipment. The terms of the Lease notwithstanding, Lessee agrees not to enter into any assignment, sublease or other transfer of its rights, duties, obligations or interests in the Lease or Equipment except in accordance with the provisions of the Lease.

7. That Lessee is aware of no claim of any kind or nature in or to the Equipment, or of any lien thereon other than Assignor's interest, Assignee's security interest and Lessee's rights thereto under the Lease, and that Lessee will keep the Lease and Equipment free and clear of all liens and encumbrances arising by, through, or from Lessee.

8. Lessee agrees, notwithstanding anything to the contrary in the Lease or otherwise, to indemnify Assignee for any and all claims or penalties for loss or damage to the environment or to persons or



property resulting from transportation of hazardous or non-hazardous materials and/or chemicals (including, without limitation, clean-up costs, remediation costs, removal costs, response costs, costs of corrective action, costs of financial assurance, natural resource damages, and any costs in connection with the protection of wildlife, aquatic species and vegetation and any mitigative action required under applicable environmental laws or governmental actions.)

9. There are no put agreements or fixed price purchase options of any kind at Lease termination.

10. All representations and duties of Assignor intended to induce Lessee to enter into this Lease whether required by the Lease or otherwise, have been fulfilled.

11. Notwithstanding anything in the Lease to the contrary, Lessee shall not exercise its right under the Early Termination Option granted in Section I of the Lease Addendum unless the Tank Units have become obsolete or surplus to the Lessee's requirements as a result of the Lessee ceasing operations in its current line of business of transporting liquids; and in no event shall Lessee exercise its Early Termination Option where Lessee subsequently purchases or leases additional equipment performing the same or a similar function to the Tank Units.

BOND INTERNATIONAL (US) INC.

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

By: 

By: _____

Title: PRESIDENT

Title: _____

Date: 25th Oct 1993

Date: _____

ATEL CASH DISTRIBUTION
FUND V, L.P.

By: _____

Title: _____

Date: _____

Exhibit C to
Assignment of Purchase Agreement
and Lease
dated as of October 26, 1993

PURCHASE AGREEMENT ASSIGNMENT

THIS PURCHASE AGREEMENT ASSIGNMENT, dated October 26, 1993, is between BOND INTERNATIONAL (US) INC. ("Assignor") and ATEL CASH DISTRIBUTION FUND V, L.P., a California limited partnership ("Assignee").

WHEREAS, Assignor has entered into various purchase agreements ("Purchase Agreement") between Assignor and CUSTOM CONTAINERS OF AMERICA, INC. ("Vendor"), providing for the sale to Assignor of Equipment as described on Invoice No.000093148 dated 10/05/93 attached hereto, (the "Equipment").

WHEREAS, Assignor desires that Assignee acquire the Equipment and lease the Equipment to THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee").

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor does hereby assign, transfer and set unto Assignee all of Assignor's right, title, and interest in, under, and to the Purchase Agreement and in and to the Equipment. Assignee hereby accepts such assignment.


2. Assignor may not amend, modify, rescind, or terminate the Purchase Agreement without the prior express written consent of Assignee, which consent shall not be unreasonably withheld.

3. It is agreed that, anything herein contained to the contrary notwithstanding: (a) Assignor shall at all times remain liable to Vendor under the Purchase Agreement to perform all the duties and obligations of the purchaser thereunder to the same extent as if this Agreement had not been executed, and Assignee does not assume and shall not be obligated to perform any of these duties and obligations other than to make payment as provided for in Section 3(c) below; (b) the exercise by Assignee of any of the rights assigned hereunder shall not release Assignor from its duties or obligations to Vendor under the Purchase Agreement; (c) the Assignee accepts only the right to purchase the Equipment for an amount equal to the purchase price as described in the Purchase Agreement; and (d) the right of the Assignee to purchase the Equipment is conditioned upon: (i) execution of mutually acceptable documents of conveyance between Lessee, Assignor and Assignee and (ii) acceptance of the Equipment by the Lessee.

4. Assignor agrees at any time and from time to time upon written request of Assignee to promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Assignee may reasonably request in order to obtain the full benefits of this Agreement and of the rights and powers granted herein.

5. Assignor does hereby represent and warrant that: (a) the Purchase Agreement is in full force and effect and enforceable in accordance with its terms and Assignor is not in default thereunder; (b) Assignor has the legal right to enter into this Agreement; (c) the Purchase Agreement is free from all claims, security interests, liens and encumbrances, except for the interest being conveyed hereunder and the interest of Assignor therein.

This Agreement supersedes any other agreements or understandings as between Vendor and Assignee.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement on the date first above written.

ATEL CASH DISTRIBUTION
FUND V, L.P.
(Assignee)

By: _____

Title: _____

BOND INTERNATIONAL (US) INC.
(Assignor)

By:  _____

Title: President

25th Oct 1993

Acknowledged:

CUSTOM CONTAINERS OF AMERICA, INC.
(Vendor)

By: _____

Title: _____

FIRST AMENDMENT TO ASSIGNMENT OF PURCHASE AGREEMENT AND LEASE

THIS FIRST AMENDMENT TO ASSIGNMENT OF PURCHASE AGREEMENT AND LEASE is made and entered into as of this 4th day of November, 1993, by and between ATEL CASH DISTRIBUTION FUND V, L.P., a California limited partnership, with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA 94104 ("Assignee") and BOND INTERNATIONAL (US) INC., a Delaware corporation with its principal place of business at 4801 Woodway, Suite 300E, Houston, TX 77056 ("Assignor").

WHEREAS, Assignee and Assignor have entered into an Assignment of Purchase Agreement and Lease dated as of October 26, 1993 ("Agreement"); and

WHEREAS, Assignor and Assignee desire to amend the Agreement;

NOW THEREFORE, the parties hereto agree as follows:

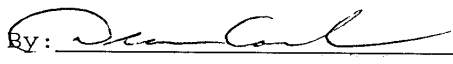
Notwithstanding anything in the Agreement to the contrary, Assignee shall retain the entire portion of the Management Fee to secure the Obligations of Lessor and/or Assignor during the term of the Lease and/or the Agreement, which Obligations (as defined in Section 1.4 of the Agreement) shall be deemed to include, without limitation, the obligations of Lessor contained in Sections 6, 7(B), and 11(B) of the Lease and in Sections 1.4, 1.5, and 1.6 of the Agreement or such other obligations of Lessor or Assignor which are otherwise found or contained in the Lease, or the Agreement, as the case may be. Upon satisfaction in full of the Obligations, any such Management Fees held by Assignee hereunder shall be released by Assignee to Assignor.

All capitalized terms used herein, and not otherwise defined, shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Assignment of Purchase Agreement and Lease as of the day and year written above.

Assignee

ATEL CASH DISTRIBUTION
FUND V, L.P.
By: ATEL Financial Corporation,
its General Partner

By: 

Title: Dean Cash
Executive Vice President

santafe\pchagamd.002

Assignor

BOND INTERNATIONAL (US) INC.

By: 

Title: President